

**Memorandum of Understanding between
The United States Environmental Protection Agency
and
SAMPLE**

I. Common Agreements and Principles

- A. This is a voluntary agreement between *SAMPLE* ("ENERGY STAR® Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which *SAMPLE* joins the ENERGY STAR Program. The terms of this MOU shall apply to printers, facsimile (fax) machines, and combination printer/fax machines sold by Partner under its own brand name(s).
- B. Partner and EPA agree that the primary purpose of the ENERGY STAR Program is to promote the manufacturing and marketing of energy-efficient equipment, thereby potentially reducing combustion-related pollution.
- C. Partner and EPA agree that the use of energy-efficient equipment may also increase profits and competitiveness.
- D. Partner and EPA agree that the ENERGY STAR Program may also improve or enhance equipment's useful lifetime, customer satisfaction, and overall product quality.
- E. Partner and EPA agree that publicizing the ENERGY STAR Program is important to demonstrate the following: the concern of Partner for the environment, the vitality of the free enterprise system in reducing costs, and the capability of voluntary programs to achieve environmental goals.
- F. Partner and EPA agree that maintaining public confidence in the ENERGY STAR Program is critical to achieving the shared goals of Partner and EPA.
- G. Partner and EPA agree that membership in the ENERGY STAR Program is essential to the cooperative effort to achieve the shared goals stated above.

II. Definitions

- A. Printer: Imaging equipment manufactured as a standard model that serves as a hard-copy output device and is capable of receiving information from single-user or networked computers. In addition, the unit must be capable of being powered from a wall outlet. This definition is intended to cover products that are advertised and sold as printers.
- B. Fax Machine: Imaging equipment manufactured as a standard model that serves as a hard-copy output device whose primary function is sending and receiving information. Plain paper fax machines are covered under this MOU (e.g., ink jet/bubble jet, laser/LED, and thermal transfer). The unit must be capable of being powered from a wall outlet. This definition is intended to cover products that are advertised and sold as fax machines.

ENERGY STAR is a U.S. registered mark.

- C. Combination Printer/Fax Machine: Imaging equipment manufactured as a standard model that serves as both a fully-functional printer and fax machine, as defined in II.A. and II.B. above. This definition is intended to cover products that are marketed and sold as a combination printer/fax device.

III. Entry Into Force and Duration

- A. Both parties agree that any previously executed MOU between both parties on the subject of ENERGY STAR compliant printers shall be terminated effective September 30, 1995.

B. Both parties agree that the terms outlined in the new MOU shall become effective for printers on October 1, 1995, though Partner may choose, at its discretion, to implement the new terms prior to this date.

C. Both parties agree to the following schedule for phasing in the new specifications for printers and fax machines contained in this MOU.

1. Printers and Combination Printer/Fax Machines. Models that Partner begins to ship prior to September 30, 1995 may be qualified under Section II.B. of the *prior* printer MOU. Once such models are qualified as ENERGY STAR compliant, they may continue to bear the ENERGY STAR logo until the models are phased out of the market (i.e., the new specifications will not apply retroactively to previously qualified products). Models that Partner begins to ship on or after October 1, 1995 must be qualified under the new specifications outlined in Section IV.B., below, though Partner may choose, at its discretion, to implement the new terms prior to this date.

2. Fax Machines. The specifications outlined in this new MOU for fax machines shall become effective on July 1, 1995. Partner may not qualify fax machines prior to this date.

D. Both parties agree that this agreement can be terminated or discontinued by Partner or EPA at any time, and for any reason, with no penalty. However, both parties agree that termination for noncompliance would only occur in accordance with the procedures of Section VII., below.

IV. ENERGY STAR Partner's Responsibilities

A. Partner agrees to appoint a responsible representative of the company as liaison with EPA for the ENERGY STAR Program for any of the following products: Printers, fax machines, and combination printer/fax machines (product). Partner will notify EPA within one month of any change in liaison responsibility.

B. Product Qualification for the ENERGY STAR Logo: Partner will introduce one or more specific models of printers, fax machines, or combination printer/fax machines that have the capability of entering a low-power state after a period of inactivity or maintain a level of power consumption at or below the level of power specified in Table 1, below. With regard to the products that enter a low-power state, Partner shall set the product's default to activate the low-power state at no more than the time specified below from the completion of the last print job, or from last job sent or received.

For the purposes of this MOU, low-end color printers such as color ink jet printers and color dot matrix printers shall be qualified based on print speed. High end color printers, including color laser printers, thermal wax printers, or color thermal transfer printers, shall meet the 45 W power consumption level in low-power state.

Table 1.

| Product Speed in Pages Per Minute (ppm) | Default Time to Low-Power State ¹ Printer & Printer/Fax Devices | Default Time to Low-Power State ¹ Fax Machines | Average Power Consumption in Low-Power State |
|---|--|---|--|
| 0 < ppm 7 | 15 minutes | 5 minutes | 15 W |
| 7 < ppm 14, and all plotters or large format printers | 30 minutes | 5 minutes | 30 W |
| ppm > 14, and all high end color printers | 60 minutes | 15 minutes | 45 W |

C. Partner agrees to perform tests, as necessary, to determine which products comply. Based on the results of these tests, Partner shall self-certify those products that it determines are compliant with the specifications outlined above. Partner may submit information to EPA on compliant products on a voluntary basis.

D. Power consumption shall be measured from the outlet or power supply source, to the product under test. Partner must measure the configurations that it ships to the customer, but the Partner does not need to consider power consumption changes that may result from component additions made by the ultimate end user. See EPA's testing procedure guidelines for more information.

E. Customer Education

1. Product Literature. It is important that consumers understand the power-management feature of their printer, fax, or combination printer/fax machine. Accordingly, Partner shall provide general information to users regarding the ENERGY STAR features of the product. This information might include the following: a description of the method for changing the power management settings or default times, a description of the ENERGY STAR Program, and a discussion of the savings associated with using the power-management feature. Partner may determine the best manner through which to disseminate this general information to users. Examples of acceptable approaches include: user's manual, special brochures included in the shipping box, etc.

2. Logo Usage. In order to help educate users and inform them of the energy saving features of their ENERGY STAR compliant printer, fax machine, or combination printer/fax, Partner shall consider placing the ENERGY STAR logo on all compliant products, as well as on their associated shipping cartons, brochures, data sheets and advertisements.

F. Partner agrees to provide information about the ENERGY STAR Program to all of its employees whose jobs are relevant to the development, marketing, sales, and service of ENERGY STAR compliant products.

¹ Default times may be changed by the user.

G. At EPA's request, Partner will attempt to locate customers who have profited from the program and are willing to share information about performance and savings, as well as employees who have contributed in its success.

H. Partner understands that participation in the ENERGY STAR Program does not constitute EPA endorsement of Partner.

V. EPA's Responsibilities

A. EPA agrees to designate a single liaison point for the ENERGY STAR Program, and to notify Partner within one month of any change in liaison responsibilities.

B. EPA will not officially approve any individual test reports voluntarily submitted by Partner. Therefore, Partner shall not include misleading statements in product literature that imply a product is approved or certified by the EPA, i.e., Partner shall not make claims such as "this printer is EPA approved," or "this fax machine is EPA certified." While this is a self-certifying process, EPA reserves the right to conduct tests on products bearing the ENERGY STAR logo from either the open market or other available sources, or voluntarily received from Partner.

C. EPA agrees to make an effort to encourage consumer acceptance of products introduced under this agreement and bearing the ENERGY STAR logo.

D. EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses about the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication.

E. EPA agrees to promote energy-efficient equipment, and to inform consumers about the ENERGY STAR Program and ENERGY STAR logo by writing articles and/or cooperating with the news media by sharing information, where appropriate.

F. EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy-efficient equipment, educate consumers about the ENERGY STAR Program and logo, and provide Partner with due recognition for its public service in protecting the environment.

VI. Use of the ENERGY STAR Logo

A. EPA agrees to loan Partner, at no charge, materials from which Partner can reproduce the ENERGY STAR logo.

B. Partner may associate the ENERGY STAR logo with products that Partner has determined meet the specifications outlined in Section IV.B. Partner may place the logo directly on qualified products, as well as on associated packaging, literature, and advertisements for qualified products. See EPA's Logo Use Guidelines for more details and specific examples.

C. It is the responsibility of the Partner to associate EPA, the ENERGY STAR logo, and the ENERGY STAR Program only with those specific models, in their configuration as shipped from the Partner, that qualify under the terms and conditions of this MOU.

D. Partner understands that the ENERGY STAR name is a registered mark of the EPA. As such, Partner shall note this registered status, as appropriate. This may include (a) inserting the registered symbol, ®, next to the ENERGY STAR name (i.e., ENERGY STAR®) each time it appears in a brochure, poster, advertisement, or other document *or* (b) providing the following statement with the first use of the ENERGY STAR name: "ENERGY STAR is a U.S. registered mark." See the Logo Use Guidelines for more details.

E. When the ENERGY STAR logo is used, Partner agrees that it shall be accompanied by the following statement: "As an Partner, *SAMPLE* has determined that this product meets the ENERGY STAR guidelines for energy efficiency." If the ENERGY STAR logo is applied directly to the product, Partner may place this statement in the user's manual.

F. Partner shall not utilize the logo in a manner that might imply EPA endorsement of the Partner or of Partner's products.

G. Partner agrees not to alter the ENERGY STAR logo.

H. If either EPA or Partner terminates this Agreement, Partner will no longer be entitled to apply the ENERGY STAR logo to newly manufactured products, and will no longer make reference to the ENERGY STAR Program so as to construe continuing involvement in the program.

VII. Conflict Resolution

A. Each party agrees to assume good faith as a general principle for resolving conflicts under the ENERGY STAR Program.

B. Both parties agree to informally notify each other if any problems or issues arise and to work together to provide maximum public confidence in the program.

C. Procedure for Addressing Noncompliant Products.

1. If EPA receives information that one or more products certified by Partner as ENERGY STAR compliant may not meet all of the terms of this MOU, then EPA will immediately notify Partner and attempt to address and resolve the problem informally.

2. If these informal discussions do not produce a mutually agreeable resolution, EPA shall notify Partner in writing that Partner shall be terminated from the program unless it undertakes the specific corrective actions sought by EPA. Partner agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, Partner shall agree to do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; or (b) voluntarily terminate this agreement. If Partner does not respond to EPA's letter within 20 business days, or responds but does not agree to either (a) or (b), then this agreement is terminated.

D. If Partner believes that EPA is not meeting all of its commitments, Partner agrees to formally notify EPA in writing. EPA agrees to respond in writing within 20 business days of receiving Partner's letter. At that time, EPA will do one of the following: (a) undertake the corrective actions sought by Partner, or (b) explain why such corrective actions cannot be undertaken.

VIII. Freedom of Information Act and Confidential Business Information

Both parties understand that information provided by Partner to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

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As representatives of EPA and *SAMPLE*, we, the undersigned, do hereby execute this Memorandum of Understanding on the latter of the dates indicated below.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ -- SAMPLE -- Date: __ SAMPLE __

Name: Paul M. Stolpman
Title: Director, Office of Atmospheric Programs

For *SAMPLE*:

Signature: _____ -- SAMPLE -- Date: __ SAMPLE __

Name: _____

Title: _____